



(310) 305-9503 • 13837 Fiji Way, Marina del Rey, CA 90292 • beaches.lacounty.gov

Caring for Your Coast

Gary Jones
Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

Brock Ladewig
Deputy Director

March 16, 2017

TO: Beach Commission

FROM: Gary Jones, Director

SUBJECT: **BEACH COMMISSION AGENDA – MARCH 22, 2017**

Enclosed is the agenda for your meeting of March 22, 2017, together with the enclosed reports related to Agenda Items 3C, 4A, 4B, 4C, 5A, 5B, and 5C as well as the Beach Commission Attendance Report.

Please call me if you have any questions or need additional information.

GJ:CB:mw

Enclosures





County of Los Angeles Beach Commission

13837 Fiji Way, Marina del Rey, CA 90292
Phone: (310) 305-9546 Fax: (310) 822-0119
Web Page: <http://beaches.lacounty.gov>



AGENDA

Meeting of the Beach Commission

March 22, 2017

9:30 a.m.

Burton Chace Park Community Room
13650 Mindanao Way
Marina del Rey, CA 90292

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Commissioner Introductions

(DISCUSSION)

2. APPROVAL OF MINUTES

January 2017

3. OLD BUSINESS

A. Venice Lifeguard Headquarters Status

(DISCUSSION)

B. Election of Vice Chair/Schedule Nov. 29 meeting

(ACTION)

C. Beach Commission Meeting Topics

(DISCUSSION)

4. NEW BUSINESS

A. Heal The Bay Presentation

(PRESENTATION)

B. Dockweiler State Beach RV Park Expansion

(PRESENTATION)

C. Beach Trash Barrel Sponsorship

(ACTION)

5. STAFF REPORTS

A. Ongoing Activities Report

(REPORT)

Board Actions on Items Relating to Beaches

B. Beach Special Events/Activities

(REPORT)

C. Operational Services Division Report

(REPORT)

*Margaret Levy, Chair
Vacant, Vice-Chair*

*Jonathan M. Beutler
Kathryn E. Campbell
Larry Clark
Leslie Cortez
Rosi Dagit
Jeff Duclos*

*Laura Emdee
Teresa Furey
Keren M. Goldberg
Ginny Kruger
Al Lay
Cris B. Liban*

*Francine Oschin
Anthea Raymond
Scott Sachs
Bruce Saito
Patrick Wilson*

Regarding Beach Maintenance
D. Lifeguard Report

(VERBAL REPORT)

6. COMMISSIONER COMMENTS

7. COMMUNICATION FROM THE PUBLIC

8. NEXT MEETING DATE & LOCATION

Wednesday, April 26, 2017, 9:30 a.m. at Burton Chace Park Community Room,
13650 Mindanao Way, Marina del Rey, CA 90292.

9. ADJOURNMENT

PLEASE NOTE:

1. The Los Angeles County Board of Supervisors adopted Chapter 2.160 of the Los Angeles Code (Ord. 93-0031 § 2 (part), 1993), relating to lobbyists. Any person who seeks support or endorsement from the Beach Commission on any official actions must certify that he/she is familiar with the requirements of this ordinance. A copy of the ordinance can be provided prior to the meeting and certification is to be made before or at the meeting.
2. The agenda will be posted on the Internet and displayed at the following locations at least 72 hours preceding the meeting date:

Department of Beaches and Harbors' Website Address: marinadelrey.lacounty.gov

	Department of Beaches and Harbors Administration Building 13837 Fiji Way Marina del Rey, CA 90292	Marina del Rey Information Center 4701 Admiralty Way Marina del Rey, CA 90292
Library	Burton Chace Park Community Room 13650 Mindanao Way Marina del Rey, CA 90292	Lloyd Taber – Marina del Rey 4533 Admiralty Way Marina del Rey, CA 90292

Si necesita asistencia para interpretar esta informacion llame al (310) 305-9546.

ADA ACCOMMODATIONS: If you require reasonable accommodations or auxiliary aids and services such as material in alternate format or a sign language interpreter, please contact the ADA (Americans with Disability Act) Coordinator at (310) 305-9538 (Voice)

or (TTY/TDD) users, please call the California Relay Service at 711. The ADA coordinator may be reached by email at rstassi@bh.lacounty.gov.

**COUNTY OF LOS ANGELES BEACH COMMISSION
MINUTES OF JANUARY 25, 2017 MEETING**

COMMISSIONERS PRESENT

Rosi Dagit, Chair
Jeffrey S. Sallee, Vice Chair
Anthea Raymond
Bruce Saito
Chuck Milam
Cris B. Liban
Francine Oschin
Jeff Duclos
Keren M. Goldberg
Margaret Levy
Maureen O'Donnell
Peter Tucker
Thomas Brewer
Virginia Kruger
Walt Dougher
Wayne Powell

ABSENCES

Mitch Ward
Thomas Barnes
Scott Sachs

STAFF PRESENT

Gary Jones, Director
John Kelly, Deputy Director, Facilities/Capital Projects/Maintenance/Traffic
Planning/Harbor Engineering Bureau
Kenneth Foreman, Division Chief, Operational Services Division
Carol Baker, Division Chief, Community & Marketing Services Division
Steve Moseley, Chief, Lifeguard Division, Los Angeles County Fire Department

GUEST SPEAKERS

Matthew King, Communications Director, Heal the Bay
Rita Kampalath, Science and Policy Director, Health the Bay
Jerry Ramirez, Chief Executive Office, Los Angeles County

MEETING LOCATION

Burton W. Chace Park Community Room

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chair Dagit called the meeting to order at 9:35 a.m. She requested that Vice Chair Sallee lead everyone in the Pledge of Allegiance.

2. APPROVAL OF MINUTES

Chair Dagit asked for motion to approve November 30, 2016 minutes.

Motion carried and unanimously approved.

Ayes: 16 - Chair Dagit, Vice Chair Sallee, Brewer, Dougher, Duclos, Goldberg, Kruger, Levy, Liban, Milam, O'Donnell, Oschin, Powell, Raymond, Saito and Tucker.

3. OLD BUSINESS

A. VENICE LIFEGUARD HEADQUARTER STATUS

Chief Moseley stated that there were no updates to report from Lifeguard Division.

B. ELECTION OF CHAIR AND VICE CHAIR

Chair Dagit made a formal motion to nominate Vice Chair Sallee as Chair. Motion was approved by Commissioner Tucker and seconded by Commissioner Kruger.

The Commission unanimously approve the motion.

Chair Dagit made a formal motion to nominate Commissioner Levy as Vice Chair. Motion was approved by Commissioner Kruger and seconded by Commissioner Raymond.

The Commission unanimously approve the motion.

Chair Dagit vacated the seat and turned it over to incoming Chair Sallee.

Commissioner Dagit noted that Supervisor Janice Hahn has sent out letters to the Fourth Supervisorial District commissioners about her desire to appoint her own commissioners. Commissioner Dagit asked that the Beach Commissioners impacted keep Ms. Baker informed on this matter.

4. NEW BUSINESS

A. HEAL THE BAY

Ms. Kampalath and Mr. King discussed the following in their PowerPoint presentation:

- An overview of Heal The Bay's (HTB) history, which was created in 1985 responding to a health and environmental crisis. Since then, HTB has expanded their work in education, community outreach, research and advocacy.
- HTB strategically focuses on the following three pillars that drive the organization: thriving oceans, sustainable water, and healthy watersheds.
- The biggest impairment to our beaches are high levels of bacteria, which resulted in the creation of the Beach Report Card (BRC) in 1991 as a resource for beachgoers to better understand their local water quality.
- Ms. Kampalath shared that stormwater and urban runoff are the largest sources of pollution, and that capturing stormwater can benefit local water supplies. For that reason, HTB supported the proposed 2013 county-wide Clean Water, Clean Beaches Measure, which failed to make it to the ballot. They believed it was a good way to help create comprehensive localized plans to address stormwater pollution issues. But HTB looks forward to reviving and supporting another county-wide stormwater measure in the near future.
- Ms. Kampalath also shared information on the environmental impacts of desalination plants and the West Basin Metropolitan Water District's proposed project in El Segundo.
- Mr. King spoke on the great success of their Beach Cleanup programs. Their marine debris database shows that cigarette butts are still the number one item picked-up and plastic items comprise a bulk of the trash. A recent report indicate that by 2050, there will be more plastic trash than fish in our oceans.
- He noted that cities are typically very accommodating with parking fee waivers for their Beach cleanups, but they have had difficulties with the County and would like to engage in further conversations.
- HTB is planning to launch a "Rethink the Drink" campaign to address plastic/beverage-related items accounting for 38 percent of all trash collected.
- Mr. King thanked LA County for its leadership in the plastic bag ban which led to the City of Los Angeles and other agencies to follow. He hopes the Commissioners will advocate the Board of Supervisors on their next campaign as well.

Commissioner Levy asked HTB what could be done about the consistent F grade Mother's Beach receives from HTB's BRC.

Ms. Kampalath responded that due to the way Mother's Beach is positioned that it inherently faces problems with poor circulation. HTB continues to search for solutions to address circulation.

Commissioner Liban asked if HTB was preparing for the transition of the Presidential administration and policies on the federal level that may impact their work.

Ms. Kampalath responded that California has set some strong standards in place, but they are watching the Clean Waters Rule regarding water regulation and the potential freeze on grants, more specific to water quality testing which is heavily funded by the U.S. Environmental Protection Agency (EPA).

Ms. Baker announced that HTB will be returning next month to provide a more detailed presentation on their new water quality forecasting tool that will allow the public to access real-time beach water-quality data online.

B. MEASURE H/HOMELESSNESS INITIATIVE

Mr. Ramirez from the County of Los Angeles Chief Executive Office (CEO) provided an informational PowerPoint presentation on Measure H/Homelessness Initiative:

- Los Angeles Homeless Services Authority (LAHSA) data shows there are 46,000 homeless people in Los Angeles County and that it could be three times more throughout the year.
- Throughout the United States, two-thirds of the homeless population are housed, but in California the favorable weather allows the homeless to be out on the streets.
- The Board of Supervisors (BOS) directed the CEO to come up with strategies to address the homelessness situation, which are broken down into the following six areas: Prevent Homelessness, Subsidize Housing, Increase Income, Provide Case Management and Services, Create a Coordinated System, and Increase Affordable/Homeless Housing. BOS approved a coordinated set of 47 strategies recommended by the CEO.
- The unmet need for homeless housing and services are \$450 million per year, not counting construction costs.
- There are approximately 900 homeless people with housing vouchers, however there isn't enough housing available.
- Measure H proposes a quarter percent increase for ten years to the County's sales tax to fund homeless services, rental subsidies and housing. Tax revenue is estimated to generate \$355 million annually.
- The Measure includes parameters for oversight and advisory boards.

BOS approved a motion to have Measure H go before the voters on the March 7, 2017 ballot.

Commissioners engaged in a discussion with Mr. Ramirez on the details of the Measure and how the funding and programming would be implemented if it should pass on March 7.

Mr. Kelly noted that the Department works with various agencies on a consistent basis to address the homeless population and issues as it pertains to our beaches.

C. BEACH COMMISSION TOPICS

Ms. Baker invited the Commissioners to discuss possible meeting topics for the rest of the calendar year. She reminded the Commission of two upcoming presentations by HTB on their new forecasting tool and the Department's Parking Study Report.

The following topics were suggested by the Commissioners:

- Stormwater fee/Measure, if and when released by the LA County Department of Public Works (DPW)
- Presentation by the California Department of Fish and Wildlife on the Ballona Wetlands Restoration Project DEIR
- Malibu Rindge Dam removal-US Army Corp feasibility study EIR/EIS
- Santa Monica Bay Foundation presentation
- Invite the Marine Mammal Care Center to give a presentation on sea animal rescue
- Impacts to sea life in relation to increase in water quality
- Invite the International Bird Rescue Center to give a presentation on their work
- Update on the Department's Strategic Plan
- Update on number of visitors to our beaches
- Presentation on the environmental data archiving project organized by UCLA
- Roll-out of Measure A funding. Provision for funding gap/DBH fund usage
- Presentation on Beach clean-ups, specifically focusing on the amount of plastic collected
- Gladstone's RFP update

5. STAFF REPORTS

A. ONGOING ACTIVITIES REPORT

Ms. Baker presented the written report process and highlighted the fee waiver for the Holiday Boat Parade.

B. BEACH AND MARINA DEL REY SPECIAL EVENTS

Ms. Baker presented the written report and highlighted the Boat Parade, Snow Wonder, and the two New Year's Eve fireworks display that brought thousands of people to the Marina. As a result of this high turn-out, the Department is planning for a larger New Year's Eve event moving forward.

Chair Sallee asked if the Beach Camp operators had been selected. Ms. Baker confirmed that the Beach Camp operators had been selected and were notified last week about their location awards. The remaining available locations have been put out to bid again for a second round. The information is also on the new DBH website. She also informed the Commission that there will be another HTB coastal cleanup on February 18, 2017 called Nothin' But Sand Beach Cleanup at Venice Beach.

C. OPERATIONAL SERVICES DIVISION REPORT

Mr. Foreman presented the written report and highlighted the completion of the Miramar Park restroom renovation at Torrance Beach, the storage room Recreational Vehicle Park

Office at Dockweiler Beach, and relocation and the replacement of the water main at Royal Palms. Chair Saltee asked if there was any damage from the recent storm. Mr. Foreman responded that there was activity in the Malibu area where a couple of the sand berms were heavily inundated. DBH staff had to work through the evening to build a berm to protect our facilities. The Fire Department was there the next day to reinforce and fortify it. Consequently, DBH had to do an emergency purchase order to get a bulldozer to build the berm back daily. In addition, storms have caused a significant amount of inland trash and debris to be washed up onto our beaches. Mr. Foreman commended maintenance staff on their hard work to keep the beaches clean.

D. LIFEGUARD REPORT

Chief Moseley was not available to provide a report.

6. COMMISSIONER COMMENTS

Commissioner Brewer asked about a shipping container and equipment at Manhattan Beach and if this was a temporary fixture or if it is going to be removed in the future as they are visually unappealing. Mr. Foreman responded that he believed the container was placed there by the Lifeguards as temporary storage with an unknown date of removal.

Commissioner Kruger commented that the Third District Beach Commissioners met with Supervisor Kuehl's Deputy Maria Chong-Castillo in early December 2016. She thought the conversation was positive and feels confident that they will be able to work with the Supervisor's office directly to receive input and direction.

Chair Saltee asked if it was possible to have the Deputies from all the Board Offices attend the Beach Commission meetings so they can convey their Supervisor's priorities. Ms. Baker suggested that the Commissioners contact the appointed Deputies from the Board Offices directly if they would like to invite them to attend or discuss priorities with the Commissioners.

Commissioner Powell asked about the Marvin Braude Bike Trail and if there is protocol in place to clean up after a significant windstorm when the path gets inundated with sand making it unusable or unsafe. Mr. Foreman responded that the bike path is maintained by DPW on a weekly basis, but the Department notifies DPW of more immediate needs. Mr. Foreman noted that he would notify DPW regarding the Manhattan Beach City Council's concerns about their bike path area.

Vice Chair Levy asked about a boat that washed up at Dockweiler Beach and how the Department planned on resolving it. Mr. Foreman responded that there is a process for removal where the Department works with the owner to either have them personally remove it or have the County dispose of it. At times it can be a lengthy legal process to

find out who the vessel is registered to.

Commissioner Raymond suggested that a public evening meeting be planned to discuss the Gladstone's RFP.

The next Beach Commission Meeting is scheduled for February 22, 2017 at **BURTON CHACE PARK COMMUNITY ROOM** located at **13650 Mindanao Way, Marina Del Rey, California 90292.**

ADJOURNMENT

Chair Sallee adjourned the meeting at 11:55 a.m.

Respectfully Submitted,

Maria Wong, Acting Secretary



Caring for Your Coast

Gary Jones
Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

Brock Ladewig
Deputy Director

March 22, 2017

TO: Beach Commission
FROM: *Putti / CB*
Gary Jones, Director

SUBJECT: **ITEM 3C – Beach Commission Topics**

Beach Commission Chair Margaret Levy has asked Commissioners to review the list below of potential Beach Commission presentation topics for 2017 and provide feedback and/or discuss additional topics for consideration.

If additional topics emerge during the year, including emergent matters requiring Commission consideration and/or action, they will be added to the list of 2017 Commission meeting items.

- 3/22 New Forecasting Tool Presentation– HTB
RV Park Expansion – Michael Tripp
(Confirmed)
- 4/26 The Bay Foundation presentation on the Santa Monica Beach Restoration Pilot Project, which includes habitat for Western Snowy Plover, and an overview of the Ballona Wetlands Restoration Project.
(Confirmed)
- 5/24 DBH Parking Study
And
Marine Mammal Care Center from San Pedro/International Bird Rescue & Least Tern Update(?)
Or

Malibu Rindge Dam removal-US Army Corp feasibility study EIR/EIS report (study was published and holding public hearing on 3/1...public comment accepted until March 27 – finding out when they may be available to present)

9/27 Gladstone's RFP update (*This could go sooner than 9/27 if necessary*)
DBH Operations Overview/Lifeguards summer activities recap

10/25

11/29 Roll-out of Measure A funding

Others:

- Malibu Surfrider Foundation
- Stormwater fee/Measure, if and when released by the LA County Department of Public Works (DPW)
- Presentation on the environmental data archiving project organized by UCLA
- HTB Presentation on Beach clean-ups, specifically focusing on the amount of plastic collected

GJ:CB:rk



Caring for Your Coast

Gary Jones
Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

Brock Ladewig
Deputy Director

March 22, 2017

TO: Beach Commission
FROM:  Gary Jones, Director

SUBJECT: ITEM 4A – Heal the Bay Presentation

Leslie Griffin, a program manager at Heal the Bay (HTB), will present on a new predictive beach water quality forecasting tool. This new NowCast model is funded by the California State Water Resources Control Board. The California NowCast system is currently in its third phase and is being pursued by the State of California to be developed as a permanent NowCasting system to provide daily information to local beach managers to help inform public notification decision and shows promise to become an integral public health protection tool.

PRESENTERS:

Leslie Griffin, Beach Water Quality Scientist and Program Manager for the Beach Report Card and Predictive Modeling Projects, Heal the Bay

Leslie Griffin is responsible for evaluating beach water from Washington State to Mexico, helping the public stay safe at the beach. An East Coast native, Leslie began interning with Heal the Bay in 2011, going full-time in 2015 while finishing her M.S. in Environmental Science at Loyola Marymount University. Her research while in school was on the absorption and desorption of polycyclic aromatic hydrocarbons (PAHs) in and out of plastics in various water velocities. Leslie enjoys gardening, hiking, and multitude of sports.

GJ:CB:rk



(310) 305-9503 • 13837 Fiji Way, Marina del Rey, CA 90292 • beaches.lacounty.gov

Caring for Your Coast

Gary Jones
Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

Brock Ladewig
Deputy Director

TO: Beach Commission

FROM:  Gary Jones, Director

SUBJECT: **ITEM 4B – Dockweiler State Beach RV Park Expansion**

The Los Angeles County Department of Beaches and Harbors (DBH) will be presenting on its plan to expand the Dockweiler RV Park with 23 new campervan spaces, site lighting, perimeter fencing, and restroom facilities. Amenities include outdoor showers, barbeque grills, and picnic tables. The project is funded in part by the California Coastal Commission with mitigation funds for the expansion of lower cost overnight accommodations in the coastal zone.

GJ:CB:rk



Caring for Your Coast

Gary Jones
Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

Brock Ladewig
Deputy Director

March 22, 2017

TO: Beach Commission
FROM: *William for* Catrina Love, Senior Marketing Analyst
SUBJECT: **ITEM 4C - Adopt A Highway Maintenance Corporation Beach Trash Barrel Sponsorship**

For over 20 years, Adopt A Highway Maintenance Corporation (AHMC) has been a valued partner to the Department of Beaches and Harbors (Department) by providing trash barrels for Los Angeles County-maintained beaches, plus revenue to help subsidize beach maintenance costs, in exchange for the exclusive right to sell and display third-party advertising on the barrels. The Department has completed negotiations for a new three-year agreement with AHMC, pursuant to which AHMC will donate 3,000 newly-designed trash barrels that conform to Department requirements. The new barrel design far exceeds the current beach barrel design with regard to its durability, lid functionality, and improved operational effectiveness for use by beachgoers, as well as handling by the Department's maintenance staff.

In exchange for the donated barrels, AHMC will receive the exclusive right to sell and display third-party advertising on the barrels. As in past trash barrel sponsorship agreements, all such advertisements must first be approved by the Department and the Fire Department's Chief Lifeguard before being wrapped around the lower portion of the barrels. The upper portion of the barrels will be available to the Department for public service messaging. In the third year of the new three-year agreement, third-party advertising will be limited to 1,250 of the barrels, unless written authorization of the Director is secured in exchange for additional AHMC contributions to the Department. Another 1,250 barrels will be available for the Department's own Trash Barrel Messaging Campaign, which is just now being initiated. This campaign will be similar to the Los Angeles County Public Library's Bookmark Contest, pursuant to which grade-school children from all five Supervisorial Districts will be encouraged to enter into a contest to design barrel wraps with environmental messaging, with the winning wraps to be printed by the Department for installation by AHMC on 1,250 barrels. With respect to this campaign, the Department has commenced networking with the Los Angeles County

Office of Education, Public Library, Arts Commission and the Departments of Parks and Recreation and Public Works.

It is anticipated that up to 2,500 trash barrels will be on the beach during the peak summer season. The remaining 500 will be held in reserve to replace lost barrels or those unable to be repaired. The Department has estimated the cost avoidance associated with the donation of the 3,000 specially-designed barrels to be \$564,000. Additionally, the barrels will provide an improved platform for the Department's public service and youth environmental messaging.

The Department intends to submit the proposed three-year agreement to the Board of Supervisors for its approval at the Board's April 4, 2017 meeting. In the interim, pursuant to a motion Supervisors Kuehl and Hahn introduced at the Board's March 8 meeting, the Board has authorized the Department to enter into a short-term agreement with AHMC to accommodate the one-time display of American Honda Motor Company, Inc.'s ad on 1,100 of the current trash barrels through May 15, 2017. Although it was not originally contemplated that AHMC would secure advertising before the summer season, AHMC was successful in tapping into this national campaign, which it wanted to capitalize on to assist in funding the redesign and donation of the new barrels under the proposed three-year agreement. Because of the need to act swiftly and due to the cancellation of February's Beach Commission meeting, the Department was unable to present the motion for this short-term agreement to your Commission prior to its consideration by the Board, but it is now attached for your reference.

Although the Board letter and three-year agreement are being finalized for submission to the Board, they are attached for your review. We respectfully request your recommendation to the Board of the proposed Beach Trash Barrel Sponsorship Agreement with Adopt A Highway Maintenance Corporation.

GJ:ks

Attachments (3)

The Los Angeles County Department of Beaches and Harbors (Department) has informed each of us that it is embarking upon a new Trash Barrel Environmental Messaging Campaign, pursuant to which youth throughout the County will be provided the opportunity to "develop a sense of ownership of our beaches" and, through environmental education, to raise their "environmental/conservation/social awareness that these beaches and the Santa Monica Bay belong to everyone and all of us must care for them." Utilizing the trash barrel as the messaging platform, grade-school children will be encouraged to enter into a contest to design environmental messaging, with winners to be selected by each of our offices. These winners will have their environmental messages printed on wraps to be affixed on the beach trash barrels for display on beaches the Department operates and maintains.

As we were also advised by the Department, in connection therewith, the Department has been negotiating a new agreement with its decades-long trash barrel sponsor, Adopt A Highway Maintenance Corporation (AHMC), which it intends to

MOTION

Solis

Kuehl

Hahn

Barger

Ridley-Thomas

present to our Board for approval within the next several weeks. Pursuant to this agreement, the Department will receive a new and much-improved barrel that will be fabricated according to updated specifications the Department dictated, which will also serve as a better “platform” than regular barrels for our youths’ environmental messaging. This agreement will allow AHMC to provide third-party advertising on the barrels, similar to past agreements with the Department, until the youth environmental messaging campaign is able to be implemented. Thereafter, AHMC’s advertising rights will become much more restrictive.

Both parties anticipated having time to negotiate all details of the agreement prior to anticipated summer advertising. However, AHMC has been successful in securing a campaign on the beach, which ties in with a much-broader national campaign that begins on March 13. As this revenue will be meaningful to AHMC’s fabrication of the new barrel if formal agreement with the County is reached, as well as because the proposed campaign also has the potential to result in future beach campaigns for AHMC from an influential advertising/media agency, the Department would like the Board to authorize this advertising to be wrapped on already-existing barrels donated by AHMC pursuant to its former agreement with the Department, which expired in October 2016. Fortunately, the messaging of the proposed campaign is consistent with the sensibility of the environmental messaging we anticipate from our youth in the coming years.

County Code section 2.132.120 authorizes the Board of Supervisors to sell the right to advertise on property that is owned or operated by the County. Section 2.132.130 requires a written contract of sale regarding the advertising display.

WE, THEREFORE, MOVE that the Board of Supervisors delegate authority to the Director of the Department of Beaches and Harbors to enter into a written contract with Adopt A Highway Maintenance Corporation to advertise on Department of Beaches and Harbors beach trash barrels commencing March 13, upon approval as to form by County Counsel, on the following terms and conditions: (1) that revenue to be earned by AHMC from such advertising be utilized toward AHMC's obligations to the County under a new trash barrel sponsorship agreement between the Department and AHMC, if approved by the Board; and (2) if no such agreement is ultimately authorized by the Board, the Department will receive a percentage of the advertising revenue earned by AHMC on the same terms as in its prior agreement with AHMC, Agreement No. 69984, that expired in October 2016.

S: MCC/AHMC Advertising

LOS ANGELES COUNTY
DEPARTMENT OF BEACHES AND HARBORS

This AGREEMENT, made and entered into this 9th day of March, 2017

BY AND BETWEEN

COUNTY OF LOS ANGELES, a corporate and political subdivision of the State of California, hereafter referred to as "County"

AND

ADOPT A HIGHWAY MAINTENANCE CORPORATION, a California corporation, hereafter referred to as "Sponsor"

RECITALS

- A. On April 23, 1996, Sponsor and County entered into Agreement No. 69984, whereby the Sponsor agreed to underwrite a portion of the costs for maintenance of the beaches the Department of Beaches and Harbors (Department) owns, controls or manages (Los Angeles County Beaches) in exchange for the exclusive right to sell advertising on donated trash barrels placed on the Los Angeles County Beaches.
- B. Agreement No. 69984 was thereafter amended three times to extend its terms through October 22, 2016.
- C. Sponsor and County are working on a new agreement that will provide for the donation of an improved trash barrel, designed according to Department requirements, which will far exceed the current beach barrel with regard to its durability, lid functionality, and improved operational effectiveness for use by beachgoers and handling by the Department's maintenance staff.
- D. Sponsor has been successful in securing an advertising campaign on the beach, which ties in with a much-broader national campaign that begins on March 13th, the revenue from which will be meaningful to Sponsor's fabrication of the new barrel if formal agreement with the County is reached. In addition, the proposed campaign also has the potential to result in future beach campaigns for Sponsor from an influential advertising/media agency.
- E. Sponsor and Department are mutually interested in allowing the March 13th beach advertising campaign to proceed on already-donated trash barrels prior to Board of Supervisors approval of the new longer-term agreement still being negotiated.
- F. County Code section 2.132.120 authorizes the Board of Supervisors to sell the right to advertise on property owned or operated by the County. Section 2.132.130 requires a written contract of sale regarding the advertising display.

G. Los Angeles County Board of Supervisors approval was secured on March 8, 2017, delegating authority to the Department Director to enter into a written contract with Sponsor to advertise on Department beach trash barrels commencing March 13, provided the revenue to be earned by Sponsor from such advertising be utilized towards Sponsor's obligations to the County under a new Board-approved trash barrel sponsorship agreement between the County and Sponsor, or, if no such agreement is ultimately authorized, the Department will receive a percentage of the advertising revenue on the same terms as in expired Agreement No. 69984.

NOW, THEREFORE, in consideration of the above, it is agreed by and between the parties as follows:

1. Sponsor shall have the exclusive right to wrap trash barrels previously donated to Department with Department-approved advertising for a national advertising campaign already secured by Sponsor set to commence on March 13.
2. For the exclusive right to place the one-time advertising campaign on 1,100 of the existing trash barrels for a period of nine weeks, Sponsor will apply revenue earned therefrom for that portion of the campaign on Los Angeles County Beaches into the donation of newly-designed trash barrels according to Department requirements, provided a new agreement is satisfactorily negotiated by Department and Sponsor and secures Los Angeles County Board of Supervisors approval.
3. If negotiations for a new agreement are unsuccessful and/or Board of Supervisors approval of a negotiated agreement is unable to be secured, Sponsor shall pay Department 40% of gross revenue earned by the Sponsor from that portion of the advertising campaign on Los Angeles County Beaches.
4. During the term of the one-time advertising campaign, Sponsor shall be responsible for ensuring damaged barrel wraps or wraps marred by graffiti are removed within 72 hours of observance on the barrels by Sponsor or notification by the Department.
5. Indemnification
Sponsor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
6. General Insurance Requirements
Without limiting Sponsor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Sponsor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section 6 and the "Insurance Coverages" Section

7 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Sponsor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect the Sponsor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given insured status under the Sponsor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Sponsor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Sponsor and/or subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of the Sponsor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, and the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County-required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of or failure to object to a non-complying insurance certificate or endorsement or any other insurance documentation or information provided by the Sponsor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Beaches and Harbors
Community and Marketing Services Division
13837 Fiji Way
Marina del Rey, CA 90292
Attention: Catrina M. Love, Senior Marketing Analyst

Sponsor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Sponsor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Sponsor. Sponsor also shall promptly

notify County of any third party claim or suit filed against Sponsor or any of its subcontractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against Sponsor and/or County.

B. Additional Insured Status and Scope of Coverage

The County, its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively County and its Agents) shall be provided additional insured status under Sponsor's General Liability policy with respect to liability arising out of Sponsor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Sponsor's acts or omissions, whether such liability is attributable to the Sponsor or to the County. The full policy limits and scope of protection also shall apply to the County and its agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Sponsor shall provide County with, or Sponsor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

Sponsor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County may immediately suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Sponsor resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Sponsor, pursue Sponsor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurer(s) acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Sponsor's Insurance Shall Be Primary

Sponsor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Sponsor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Sponsor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, Sponsor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Sponsor shall require its insurer(s) to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Subcontractor Insurance Coverage Requirements

Sponsor shall include all subcontractors as insureds under Sponsor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Sponsor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Sponsor as additional insureds on the subcontractor's General Liability policy. Sponsor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Sponsor's policies shall not obligate the County to pay any portion of any Sponsor deductible or SIR. County retains the right to require Sponsor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Sponsor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Commencement Date of this Agreement. Sponsor understands and agrees it shall maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Sponsor may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

County reserves the right to review, and then approve, Sponsor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its

Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

7. Insurance Coverages

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Sponsor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Sponsor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30-days' advance written notice of cancellation of this coverage provision. If applicable to Sponsor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers' or workmen's compensation law or any federal occupational disease law.

8. The term of this Agreement shall be through May 15, 2017.
9. This Agreement may be signed in any number of counterparts. Each counterpart shall represent an original of this Agreement, and all such counterparts shall collectively constitute one fully-executed document.
10. This Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supersedes all previous communications, written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF Sponsor has executed this Agreement, or caused it to be duly executed, and County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Director of the Department of Beaches and Harbors, the day and year first above written.

(SPONSOR ACKNOWLEDGEMENT)

SPONSOR

ADOPT A HIGHWAY MAINTENANCE CORPORATION,
a California Corporation

By: 

Patricia Nelson, President

COUNTY OF LOS ANGELES

a corporate and political subdivision of the State of
California

By: 

GARY JONES

Director, Department of Beaches and Harbors

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 

Christina Angeles Salseda
Principal Deputy County Counsel

LOS ANGELES COUNTY
DEPARTMENT OF BEACHES AND HARBORS

This AGREEMENT, made and entered into this ____ day of _____, 2017,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a corporate
and political subdivision of the State of
California, hereafter referred to as "County"

AND

ADOPT A HIGHWAY MAINTENANCE
CORPORATION, a California corporation,
hereafter referred to as "Sponsor"

W I T N E S S E T H:

WHEREAS, County is authorized by the provisions of Los Angeles County Code Section 2.132 to sell the right(s) to advertise on those beaches located within Los Angeles County that are owned, controlled or managed by the County of Los Angeles; and

WHEREAS, Sponsor desires to support and preserve the County's beautiful beaches by underwriting a portion of the costs of the Department of Beaches and Harbors' beach maintenance by donating trash barrels for placement on Los Angeles County beaches in exchange for the exclusive right to provide and display advertising on such barrels.

IT IS THEREFORE agreed by and between County and Sponsor as follows:

1. **Definitions:** As used herein, the terms set forth below shall be defined as follows:
 - A. "Advertising Space" shall mean that portion of the lower surface space on the Trash Barrels that will be utilized for two 24" x 36" advertising wraps by Sponsor's Clients.
 - B. "Agreement Year" shall mean the 12-month period commencing on the date this Agreement is executed by the Los Angeles County Board of Supervisors and each 365-day period thereafter.
 - C. "Branding Space" shall mean the upper surface space on the Trash Barrels to be utilized for Public Service Messaging.
 - D. "Business Day" shall mean a day of the week falling on Monday, Tuesday, Wednesday or Thursday. Friday and County Holidays are specifically excluded from the definition of Business Day.

E. "Client" shall mean any individual, group, organization, product, or entity that contracts with Sponsor for the purpose of advertising its name, image and/or products on Trash Barrels.

F. "Commencement Date" shall mean the date this Agreement is executed upon authorization by the Los Angeles County Board of Supervisors.

G. "Department" shall mean the Los Angeles County Department of Beaches and Harbors.

H. "Director" shall mean the Director of the Los Angeles County Department of Beaches and Harbors.

I. "Los Angeles County Beaches" shall mean those beaches that are owned, controlled or managed by the Department, inclusive of adjacent coastal areas where the Department places barrels.

J. "Public Service Messaging" shall mean County messaging to be provided by Department, to be printed by Sponsor for use in the Branding Space or by Department for use in the Public Service Messaging Space.

K. "Public Service Messaging Space" shall mean the space identified as Advertising Space, when Client advertising has not been secured, is beyond its agreement/purchase order term, or has reached maximum coverage in Agreement Year 3.

L. "Special Event Permit(s)" shall mean permit(s) issued to Sponsor for events conducted by either Sponsor or Sponsor's Client for which no entrance fee is charged and neither Sponsor nor Sponsor's Client receive any funding or promotional items from other commercial entities.

M. "Trash Barrels" shall mean the 55-gallon trash receptacles with lids to be fabricated in all three Agreement Years for donation by Sponsor to the County.

N. "Trash Barrel Maintenance Standard" shall mean the way in which Sponsor is completely responsible for maintaining the Trash Barrels.

2. County Obligations

A. Department agrees to place and empty all Trash Barrels with Client advertising, up to 2,500 Trash Barrels, unless Department determines it is infeasible. In Agreements Year 1 and 2, new Trash Barrels will be supplemented by up to 2,400 receptacles already owned by Department, until Sponsor has fully met its obligation to donate 3,000 newly-fabricated Trash Barrels. Sponsor understands that Trash Barrels with current Client advertising may need to be removed or relocated due to redevelopment projects, special events, maintenance needs, safety concerns, inclement weather, damage and/or other

circumstances. Department will have the obligation to inform Sponsor, if reasonably possible, at least five days in advance of any such occurrence.

B. Department agrees to reasonably place Trash Barrels with current Client advertising on Los Angeles County Beaches within 10 days of receipt of the barrels at delivery site(s) agreed upon by Director and Sponsor.

3. Sponsor's Obligations

A. Sponsor shall be the exclusive advertising vendor for Trash Barrels on Los Angeles County Beaches during the term of this Agreement. Sponsor shall have the right to place Client advertising within the Advertising Space on the Trash Barrels. Client advertising in Agreement Year 3 within the Advertising Space shall be limited to a maximum number of 1,250 Trash Barrels, unless written authorization is secured from the Director for additional advertising in exchange for added Sponsor obligations to the Department as agreed upon by Director and Sponsor.

B. For the exclusive right to place advertising on the Trash Barrels, Sponsor will design and create a mold for an improved barrel based upon the requirements provided by Department to better meet its operational needs, including but not limited to increased barrel weight and durability, improved lid security and functionality, and ease of use in manual and automated trash dumping. The design, capacity, material, color and all other specifications of the Trash Barrel, attached as Exhibit A, shall be approved by Department, which shall not be unreasonably withheld. For Sponsor and Department to make any changes to the Trash Barrels, prior written approval of specifications must be secured and mutually agreed upon, which shall not be unreasonably withheld by either party. If, after three months of use, the Trash Barrel or any of its components, such as the lid, does not function so as to allow the public's easy use or Department's ease in emptying the Trash Barrels, then Department shall notify Sponsor so that the parties may develop a mutually-agreed-upon solution that, if necessary, may alter any aspect of Exhibit A.

1. Sponsor will produce and donate 1,000 newly-designed Trash Barrels in each of all three Agreement Years in increments agreed to between Director and Sponsor for placement on Los Angeles County Beaches, for a total of 3,000 newly-designed barrels.
2. Sponsor will supply Department with 70 metal chains to secure the Trash Barrels in increments agreed to between Director and Sponsor.
3. Upon delivery, County will become the owner of the Trash Barrels, as well as all metal chains and any other equipment or mechanisms for Trash Barrels donated by Sponsor.

C. Sponsor shall deliver the first shipment of barrels within the first 120 days of the Commencement Date of this Agreement. Sponsor further agrees to assume all design, manufacturing, and delivery costs associated with the production and delivery of the Trash Barrels at delivery site(s) agreed upon by Director and Sponsor.

D. Sponsor shall have the continuing obligation to apply the Trash Barrels Maintenance Standard to all Trash Barrels, whether or not there is current Client advertising in the Advertising Space. This standard requires that all Trash Barrels be frequently physically inspected and wiped down on the exterior with environmentally-friendly, non-toxic cleaning solution; graffiti be removed within 72 hours of observance on the barrels by Sponsor or notification by Department; damaged lids be replaced; and torn and/or outdated wraps be removed. This obligation includes Sponsor's responsibilities under Section 3.F of this Agreement.

E. Sponsor shall provide Trash Barrel specifications to Department, as well as information on the processes involved in the fabrication, installation and removal of the advertising wraps, including a one-time training session with up to four Department employees.

F. Sponsor shall ensure that up to 2,500 Trash Barrels placed on Los Angeles County Beaches have either Client advertising in Agreement Years 1 and 2 during the period Client has paid for, or, if there is no Client advertising or the Client's agreement/purchase order term with Sponsor has expired, the County's Public Service Messaging in the Branding Spaces as developed by Department. In Agreement Year 3, Sponsor will ensure installation on up to 1,250 Trash Barrels on two sides of Public Service Messaging in the Public Service Messaging Space. Sponsor shall carry out this obligation at its sole expense, which includes installation, removal and replacement of all advertisements and installation of public service messages.

G. Sponsor agrees that all advertisements to be placed in the Advertising Space shall be in appropriate taste for all ages, including children. Such advertisements shall not include political advertising, advertisements of an indecent, obscene, pornographic or sexually explicit nature, or materials advocating the use of illegal substances, tobacco or alcohol products.

H. Sponsor must submit to Department and the Fire Department's Chief Lifeguard for review a copy of all advertisements for evaluation and approval prior to the application of any such advertisement on the Trash Barrels. Advertisements will be two-dimensional printed material and shall not entail distribution of any samples, fliers, brochures, coupons or other similar materials. At its sole discretion, the County may reject any and all advertisements that it deems as failing to comport with the requisites of this Agreement or which it deems injurious or harmful to its business, its reputation or public image or as

prone to impair the confidence of constituents of Los Angeles County. The County will notify Sponsor of approval or disapproval within five Business Days of submission by Sponsor. Silence by the County or failure to approve or disapprove of advertisement within five Business Days shall not be considered as approval or concurrence. However, silence by the County or failure to approve or disapprove within 10 days shall be deemed to constitute approval of such advertisement.

I. Sponsor shall not place any advertisement on a Trash Barrel that has been disapproved by the County. In addition, advertisement(s) already approved by the County may need to be removed by Sponsor at County's direction if there is a negative public reaction as reasonably determined by County against any such advertisement(s). If the County disapproves of any advertisement and Sponsor so requests, the Director or the Fire Department's Chief Lifeguard, or their designees, shall meet with Sponsor and make a good faith attempt to resolve any disagreement.

J. Sponsor agrees to submit to Department for its prior written approval, which will not be unreasonably withheld, all proposed Sponsor promotional, display or any other material that in any way presents Sponsor in relation to the County. Such material shall be submitted not less than five Business Days prior to its proposed release to the public. If the material is not disapproved in writing within three Business Days after receipt, it is deemed approved. No Client may develop promotional, display or any other material which in any way presents the Client in relation to the County.

K. Should the County desire to enter into future agreements with an exclusive sponsorship provider that would preclude Sponsor from advertising in a particular category, Department and Sponsor will mutually agree on monetary protections that will be required of the County's exclusive sponsorship provider(s) in exchange for Sponsor's compliance with Trash Barrel advertising exclusions. If County's exclusive sponsor is unable to provide the negotiated monetary protections, Department will work with Sponsor to reassess Sponsor's annual Trash Barrel donations and/or find mutually agreeable terms to address the financial impact.

4. Term

This Agreement shall be effective from the Commencement Date and shall continue for three Agreement Years, subject to the provisions concerning termination set forth in Sections 5, 8, 10, and 20. There shall be a two-year option period, at the request of Sponsor and the exclusive discretion of the Director, in exchange for additional Sponsor obligations as mutually agreed upon by the Director and Sponsor based upon an audit of the accounting records of Sponsor related to this Agreement from the initial three Agreement Years.

5. Operational Expansion or Reduction

Sponsor and County agree that in the event that the County's jurisdictional or operational authority of Los Angeles County Beaches is expanded or reduced, thereby affecting the extent of Sponsor's ability to advertise on the Trash Barrels, both parties will in good faith promptly renegotiate this Agreement to take into account the increase or decrease in advertising opportunities. In recognition of the Agreement, the parties shall attempt to reasonably adjust the number of Trash Barrels to reflect the increase or decrease in the square mileage of beach areas remaining under the County's jurisdictional or operational authority and portion of the Agreement Year affected.

If the reduction of County's control exceeds 50% of the area of Los Angeles County Beaches under its control as of the Commencement Date of this Agreement, Sponsor may terminate this Agreement upon 90-day written notice to the County. Sponsor shall not be entitled to a refund from the County for Client advertising, Trash Barrel production or deliveries already made in the event of a voluntary termination based on a reduction of County's operational control.

6. Accounting Records

Sponsor shall maintain accurate and complete financial records of Sponsor's activities and operations relating to this Agreement in accordance with generally-accepted accounting principles.

7. Indemnification

Sponsor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8. General Insurance Requirements

Without limiting Sponsor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Sponsor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section 8 and the "Insurance Coverages" Section of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Sponsor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Sponsor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given insured status under Sponsor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Sponsor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Sponsor and/or subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of Sponsor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, and the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County-required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of or failure to object to a non-complying insurance certificate or endorsement or any other insurance documentation or information provided by Sponsor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Beaches and Harbors
Community and Marketing Services Division
13837 Fiji Way
Marina del Rey, CA 90292
Attention: Catrina M. Love, Senior Marketing Analyst

Sponsor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Sponsor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Sponsor. Sponsor also shall promptly notify County of any third party claim or suit filed against Sponsor or any of its subcontractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against Sponsor and/or County.

B. Additional Insured Status and Scope of Coverage

The County, its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively County and its Agents) shall be provided additional insured status under Sponsor's General Liability policy with respect to liability arising out of Sponsor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Sponsor's acts or omissions, whether such liability is attributable to Sponsor or to the County. The full policy limits and scope of protection also shall apply to the County and its agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Sponsor shall provide County with, or Sponsor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

Sponsor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County may immediately suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Sponsor resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Sponsor, pursue Sponsor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurer(s) acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Sponsor's Insurance Shall Be Primary

Sponsor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Sponsor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Sponsor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, Sponsor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Sponsor shall require its insurer(s) to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Subcontractor Insurance Coverage Requirements

Sponsor shall include all subcontractors as insureds under Sponsor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Sponsor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Sponsor as additional insureds on the subcontractor's General Liability policy. Sponsor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Sponsor's policies shall not obligate the County to pay any portion of any Sponsor deductible or SIR. County retains the right to require Sponsor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Sponsor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Commencement Date of this Agreement. Sponsor understands and agrees it shall maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Sponsor may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

County reserves the right to review, and then approve, Sponsor use of self-insurance, risk retention groups, risk purchasing groups, pooling

arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

9. Insurance Coverages

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Sponsor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Sponsor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30-days' advance written notice of cancellation of this coverage provision. If applicable to Sponsor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers' or workmen's compensation law or any federal occupational disease law.

10. Default and Termination

A. The parties agree that, without prejudice to any other rights available to them at law or pursuant to this Agreement, a party shall be deemed to be in default ("breaching party"), and the other party ("non-breaching") shall have the right to terminate this Agreement:

1. If breaching party shall fail to perform its obligations under this Agreement after 30-days' written notice, except if such failure to perform is due to fire, earthquake, labor dispute, or other events reasonably beyond the control of the breaching party, in which case the non-breaching party shall extend the time in which the breaching party may meet its obligations, the length of time for such extensions to be determined by the non-breaching party; or
2. If a party shall become bankrupt or insolvent, or enter into liquidation, or have a receiver appointed and be prevented from fulfilling its obligations as a result thereof.

B. In the event of termination by either party, the County shall retain all rights to possession and use of the Trash Barrels. Any adjudication of rights arising as a result of a breach of contract by either or both parties shall be limited to determination of monetary damages due.

11. Waiver

Failure or inability of either party to enforce any right hereunder shall not waive or modify any right to enforce said right in the future.

12. Notices

All notices and statements to be given hereunder shall be given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Any notice shall be delivered by hand (with receipt of delivery), sent by a reputable overnight delivery service or by registered or certified mail, or by electronic transmission and shall be effective upon receipt. Sponsor shall maintain an address within California as the address to which such notice shall be given. Sponsor shall designate an agent with a California address to accept service of process. The addresses for notice and agents for service of process are:

County	Department of Beaches and Harbors 13837 Fiji Way Marina del Rey, CA 90292 Attn.: Community and Marketing Services Division Chief
Sponsor	Adopt A Highway Maintenance Corporation 3158 Red Hill Road Costa Mesa, CA 92626 Attn.: Patricia Nelson, President

13. Assignment

Sponsor shall not have the right to assign any of its rights or obligations hereunder without the prior written consent of County.

14. Compliance with Laws, Rules and Regulations

Both parties shall comply with all applicable federal and state laws and regulations, as well as all municipal and County ordinances, rules and regulations.

15. County Lobbyist

Sponsor agrees that each "County Lobbyist," as defined herein and in Los Angeles County Code Section 2.160.010, retained by Sponsor shall fully comply with the County Lobbyist Ordinance that is set forth in Los Angeles County Code Chapter 2.160. Failure on the part of any County Lobbyist retained by Sponsor to comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement, upon written notice thereof to Sponsor.

16. Severability of Provisions

Should any individual provision of this Agreement be declared void, the validity of the remainder of this Agreement will not be affected and will remain in full force and effect.

17. Disputes

Any and all disputes arising out of or in connection with the negotiation, execution, interpretation, performance or nonperformance of this Agreement (including the validity, scope and enforceability of this arbitration provision) shall be settled by mutual agreement of the parties and in the absence of such agreement, by submission to arbitration under the Commercial Arbitration Rules of the American Arbitration Association, except that the location for the arbitration shall be within the County of Los Angeles. Any party found to be in substantial breach of this Agreement shall be liable for the reasonable attorney's fees and costs incurred by the other party in redressing said breach.

18. No Joint Venture

Nothing herein contained shall be deemed to constitute this Agreement as a joint venture or partnership between the parties and neither party shall be responsible for any obligations of the other, except as herein specifically provided.

19. Termination for Improper Consideration

County may, by written notice to Sponsor, immediately terminate the right of Sponsor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Sponsor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment for extension of the Agreement or the making of any determinations with respect to Sponsor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Sponsor as it could pursue in the event of default by Sponsor.

Sponsor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager with the supervision of the officer, employee or agent or the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

20. Headings

The headings of the paragraphed sections of this Agreement are for convenience and reference only and shall not define or limit any of the terms or provisions hereof.

21. Amendment to Agreement

All amendments to the Agreement must be in writing and executed by all parties. If any such amendment does not materially change the scope of the Agreement, increase County's financial responsibility or impose additional liability on County, such amendment may be executed without approval of the Los Angeles County Board of Supervisors, but instead may be executed by the Director.

22. Governing Law

This Agreement and all of its terms and conditions shall be governed by and construed in accordance with the laws of the State of California. Sponsor agrees that the exclusive venue of any action arising from or connected with this Agreement shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

23. Counterparts

This Agreement may be signed in any number of counterparts. Each counterpart shall represent an original of this Agreement, and all such counterparts shall collectively constitute one fully-executed document.

24. Successors and Assigns

The rights and obligations of the parties under this Agreement shall be binding upon the parties' respective successors and assigns.

25. Entire Agreement

This Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supersedes all previous communications, written or oral, with respect to the subject matter thereof.

IN WITNESS WHEREOF Sponsor has executed this Agreement, or caused it to be duly executed, and County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board thereof, the day and year first above written.

(SPONSOR ACKNOWLEDGEMENT)

SPONSOR
ADOPT A HIGHWAY MAINTENANCE CORPORATION,
a California Corporation

By: _____
Patricia Nelson, President

COUNTY OF LOS ANGELES,
a corporate and political subdivision of the State of
California

By: _____
MARK RIDLEY-THOMAS
Chairman, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Office-Clerk
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Christina Angeles Salseda
Principal Deputy County Counsel



Caring for Your Coast

Gary Jones
Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

Brock Ladewig
Deputy Director

TO: Beach Commission
FROM: *Carol M. Jones* Gary Jones, Director

SUBJECT: **ITEM 5A - ONGOING ACTIVITIES REPORT**

BOARD ACTIONS ON ITEMS RELATING TO BEACHES

On January 31, 2017 the Board approved the removal of Commissioners Thomas Brewer, Walt Dougher, Jeff Duclos, Chuck Milam, Maureen O'Donnell, Wayne Powell, Peter Tucker, and Mitch Ward from the Los Angeles County Beach Commission

On February 14, 2017 the Board appointed Larry Clark to the Los Angeles County Beach Commission.

On February 21, 2017 the Board reappointed Jeff Duclos, and appointed Laura Emdee, and Teresa Furey to the Los Angeles County Beach Commission.

On February 28, 2017 the Board appointed Jonathan M. Beutler, Kathryn E. Campbell, and Al Lay to the Los Angeles County Beach Commission.

On March 8, 2017 the Board appointed Patrick Wilson to the Los Angeles County Beach Commission.

On March 14, 2017 the Board reappointed Leslie Cortez to the Los Angeles County Beach Commission.

GJ:CB:mw





Caring for Your Coast

Gary Jones
Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

Brock Ladewig
Deputy Director

March 22, 2017

TO: Beach Commission
FROM: *Gary Jones*
Gary Jones, Director

SUBJECT: **ITEM 5B – BEACH AND MARINA DEL REY SPECIAL EVENTS**

BEACH EVENTS

DOCKWEILER YOUTH CENTER TAI CHI

Dockweiler Youth Center ♦ 12505 Vista del Mar ♦ Playa del Rey
Mondays and Thursdays
8:30 a.m. – 9:30 a.m.

Come and experience Tai Chi class to learn and practice the forms that promote relaxation, balance, coordination, flexibility and strength.

For more information: Call (310) 726-4128

DOCKWEILER YOUTH CENTER FREE ZUMBA

Dockweiler Youth Center ♦ 12505 Vista del Mar ♦ Los Angeles
Mondays, Wednesdays, and Fridays
6:30 p.m. – 7:30 p.m.

Ditch your boring workout and join the Los Angeles County Department of Beaches and Harbors' (Department) Zumba class at the Dockweiler Youth Center!

For more information: Call (310) 726-4128

SHORE FISHING

Dockweiler Youth Center ♦ 12505 Vista del Mar ♦ Playa del Rey
Saturdays
9:00 a.m. – 10:30 a.m.



The Department is offering an introduction to shore fishing class. Come enjoy a beautiful morning of fishing from the shores of Dockweiler Beach. Fishing poles and bait will be provided at no cost. All ages are welcome. Anyone under the age of 12 years old must be accompanied by an adult. Anyone over the age of 16 years old must present a valid California fishing license to participate. Fishing licenses can be purchased locally at West Marine: 4750 Admiralty Way, Marina del Rey, CA, 90292, (310) 823-5357 or Marina del Rey Sportfishing: 13759 Fiji Way, Marina del Rey, CA, 90292, (310) 371-3712. Please call to pre-register at (310)726-4128. *Limited to 10 participants per session.

For more information: Call (310) 726-4128

DOCKWEILER YOUTH CENTER MAKE IT AND TAKE IT CRAFT DAY

Dockweiler Youth Center ♦ Lobby ♦ 12505 Vista del Mar ♦ Playa del Rey
Saturdays
10:00 a.m. – 11:00 a.m.

The Department is offering a FREE crafts class every Saturday morning. All children under 12 are welcome with an adult.

For more information: Call (310) 726-4128

MARINA DEL REY EVENTS

BURTON CHACE PARK WALKING CLUB

Burton Chace Park ♦ Lobby ♦ 13650 Mindanao Way ♦ Marina del Rey
Tuesdays & Thursdays
10:30 a.m. – 11:30 a.m.

The Department is sponsoring a FREE one-hour walking club. Get your exercise while taking in the beautiful view of the Marina del Rey harbor. Please RSVP by calling (310) 305-9595.

For more information: Call (310) 305-9595

MARINA DEL REY FARMERS' MARKET

Parking Lot #11 ♦ 14101 Panay Way ♦ Marina del Rey
Saturdays
9:00 a.m. – 2:00 p.m.

The Department, in collaboration with Southland Farmers' Markets Association, is offering the Marina del Rey Farmers' Market on Saturdays. The Marina del Rey Farmers' Market

offers fresh, locally-grown organic and conventionally grown fruits and veggies. Also available are prepared and packaged foods, hand-crafted products and much more! Paid parking is available for 25 cents for every 10 minutes.

For more information call: Marina del Rey Visitors Center at (310) 305-9545

FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES

13755 Fiji Way ♦ Marina del Rey

Sponsored by Pacific Ocean Management, LLC

All concerts are from 1:00 p.m. – 4:00 p.m.

Saturday, March 25th

U.S. 99, playing Blues

Sunday, March 26th

2Azz1, playing Jazz Funk

For more information: Call Pacific Ocean Management at (310) 306-0400

THE FREE RIDE!

Daily service

12:00 p.m. – 9:00 p.m.

Catch free on-demand transportation aboard a five-passenger electric shuttle. The service provides transportation to attractions within Marina del Rey, including Fisherman's Village, Burton Chace Park, Waterside shopping center, and many restaurants. Select shuttles also travel to the Venice Pier and to Abbot Kinney Blvd. in Venice.

Wave down a Free Ride car and hop in, or text your pick-up location and passenger count to (323) 435-5000. Please allow 10 – 15 minutes for pick-up. Kids must be big enough to use a regular seatbelt; child-safety seats are not provided. Dogs are welcome.

For more information: Call the Marina del Rey Visitors Center at (310) 305-9545

BEACH SHUTTLE

Beginning Friday, March 31, 2017

Fridays and Saturdays from 10:00 a.m. – 10:00 p.m.

Sundays and Labor Day from 10:00 a.m. – 8:00 p.m.

Catch a free ride on the Beach Shuttle to and from Playa Vista, Marina del Rey and Venice, and enjoy the surf, sand and surroundings of Marina del Rey in a hassle-free and

relaxing way.

For more information call: Marina del Rey Visitor Center (310) 305-9545

SPRING YOUTH SAILING CAMP

Burton Chace Park ♦ 13640 Mindanao Way ♦ Marina del Rey

April 3 – 7 and April 10 – 14, 2017

10:00 a.m. - 4:00 p.m.

Los Angeles County Lifeguards will instruct beginning sailing courses teaching students basic sailing knowledge and terms, boat maintenance and rigging, knot tying, tacking, docking and instruction to ocean sailing. Students will learn to sail on 14-foot Capri sailboats (with main sail and jib). In the final days of the session, students will get experience on 24-foot MacGregor sailboats.

Financial aid is available for qualified families. Please call for details.

Ages: 11 - 17 years old

Class Size: 6 - 12 students with 2 Lifeguard instructors

Fee: \$250

*NOTE: Applicants must successfully complete a 100-yard swim test in 2 minutes and 20 seconds to be eligible for Beginning Sailing.

For more information: Call (310) 305-9587

SUNSET SERIES SAILBOAT RACES 2017

Marina del Rey

Wednesdays, April 19th - September 6th

5:30 p.m. - 8:00 p.m.

Spectators can enjoy these races from the comfort of one of the water-view restaurants on Wednesday evenings between 5:30 p.m. (sailboats leaving the harbor) and 8:00 p.m. (race finishes at California Yacht Club).

For more information Call: (310) 823-4567

GJ:CB:mw



Caring for Your Coast

Gary Jones
Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

Brock Ladewig
Deputy Director

March 22, 2017

TO: Beach Commission

FROM: Gary Jones, Director

SUBJECT: ITEM 5C – OPERATIONAL SERVICES DIVISION PROJECTS REPORT

Item 5C on your agenda provides the Commission with a listing of the Department's projects that are either planned or in progress. There were 74 service requests placed with the County's Internal Services Department to perform work that was considered too large for our internal staff to handle. Shown below is a brief list of those projects that exceeded \$10,000.

- Establish new sewer connection – White Point – estimated cost \$500,000
- Relocate and replace water main – Royal Palms – estimated cost \$325,000
- Expand staff parking at maintenance yard – Dockweiler Beach – estimated cost \$40,000
- Renovate restroom – Topanga Beach – estimated cost \$98,000
- Renovate restroom – Malibu Surfrider – estimated cost \$179,000
- Replace water line – Zuma Beach – estimated cost \$1,500,000
- Replace showers – Zuma Beach – estimated cost \$475,000
- Renovate restrooms – Zuma Beach – estimated cost \$467,000
- Replace water line – Dockweiler Beach – estimated cost \$645,000
- Replace stairs – Nicholas Canyon – estimated cost \$200,000
- Replace stairs – Topanga Stairs – estimated cost \$125,000

Establish new sewer connection – White Point – \$500,000

This project will connect the public restroom at White Point via 500 lineal feet of the force main to a nearby trunk sewer. The former sewer line was disconnected due to a landslide that occurred in the area in November 2011.

Status: The scope and drawings are being developed currently with an anticipated start date of Summer 2017.

Relocate and replace water main – Royal Palms – \$325,000

The scope includes abandoning the existing 400 lineal feet of the main water line from the meter to the restroom, and adding new water lines in an alignment within our beach parcel to a new meter.

Status: Completed. The water line and new water meter was installed in December 2016.

Expand staff parking at the Dockweiler Beach Maintenance Yard – \$40,000

The scope includes removing some of the landscape planters and expanding the current parking area to accommodate extra staff and shift overlaps.

Status: Project is currently in bid review and is scheduled to be completed by May 2017.

Renovate restroom at Topanga Beach – \$98,000

The scope includes replacing old plumbing fixtures with modern, more efficient fixtures; replacing the partitions; adding hand dryers; replacing the tile; and painting the interior and exterior of the building.

Status: Project has started with the exterior of the building. The interior renovations are scheduled to start in April 2017 once the fixtures are received.

Renovate restroom at Malibu Surfrider – \$179,000

The scope includes replacing old plumbing fixtures with modern, more efficient fixtures; replacing the partitions and benches; adding hand dryers; replacing the doors and tile; repairing the damaged sewer laterals; refinishing the floors; and painting the interior and exterior of the building.

Status: Project is scheduled to start in April 2017 once the fixtures are received.

Replace Zuma Beach water line – \$1,500,000

The scope of work includes abandoning the existing water line; adding a new line with modern materials for the nine restrooms; and installing a new backflow device.

Status: Project is scheduled to start in April 2017.

Replace Zuma showers – \$475,000

The scope of work includes replacing the existing floor and wall tiles, installing new shower fixtures, new ADA benches, and grab bars for the showers located at the nine restrooms.

Status: Project is scheduled to be completed by May 2017.

Renovate Zuma restrooms – \$467,000

The scope of work includes replacing the existing floor and wall tiles, installing new toilet and sink fixtures, and installing new ADA benches and grab bars as required for ADA compliance. Only three of the nine restrooms will be addressed at this time.

Status: Project is scheduled to be completed by May 2017.

Replace Dockweiler Beach water line – \$645,000

The scope of work includes abandoning the existing water line and adding a new line with modern materials, a new water main, and a second meter for the RV Park. The new water main will serve the Lifeguard station, the entrance kiosk, and the irrigation system from the existing meter to the facilities.

Status: The Department has developed engineered drawings for pricing the new water line installation, which is in plan check review. The project should be awarded to a contractor by the end of March 2017.

Replace Nicholas Canyon stairs – \$200,000

The scope of work includes developing a set of plans, removing the existing stair structure, and installing new stair structure with code-compliant steps and landings with stainless steel handrails.

Status: Project plans have been approved and are in the bid process. Project to be completed by May 1, 2017

Beach Commission
Operational Services Division Projects Report
March 22, 2017
Page 4

Replace Topanga View Pier stairs – \$125,000

The scope of work includes developing a set of plans, removing the existing stair structure, and installing new stair structure with code-compliant steps and landings with stainless steel handrails.

Status: Project plans are in the development stage now. Project is projected to be completed by June 2017.

GJ:KF:dt

LOS ANGELES COUNTY BEACH COMMISSION ATTENDANCE REPORT 2017

Commissioner/ Appointed by	Jan.	Feb.	March	April	May	June	July	Sept	Oct	Nov	Total Meetings Attended 2017
Barnes/Knabe		*									
Brewer/Knabe	X	*									
Dagit/Yaroslavsky	X	*									
Dougher/Knabe	X	*									
Kruger/Yaroslavsky	X	*									
Levy/Kuehl	X	*									
Liban/Kuehl	X	*									
Duclos/Knabe	X	*									
Goldberg/Kuehl	X	*									
Milam/Knabe	X	*									
O'Donnell/Knabe	X	*									
Francine Oschin/Kuehl	X	*									
Powell/Knabe	X	*									
Raymond/Kuehl	X	*									
Sachs/Ridley-Thomas		*									
Saito/Solis	X	*									
Sallee/Knabe	X	*									
Tucker/Knabe	X	*									
Ward/Knabe		*									
VACANT/Antonovich		*									

INACTIVE MEMBERS (Missed three or more meetings in a row)

** Resigned this year

No regularly scheduled meetings in August or December * = No meeting = Present Blank = Absent